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LAND SURVEYING- MAPPING AGREEMENT 1972



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CANADA

DEPARTMENT OF REGIONAL ECONOMIC EXPANSION

AGREEMENT

between

THE GOVERNMENT OF CANADA

and

THE GOVERNMENT OF THE PROVINCE OF NEWFOUNDLAND

October 5, 1972



THIS AGREEMENT made in duplicate this fifth day of October, 1972.

BETWEEN: THE GOVERNMENT OF THE PROVINCE OF NEWFOUNDLAND,
represented herein by the Minister of Mines,
Agriculture and Resources, (hereinafter referred
to as "the Province"),

OF THE FIRST PART,

AND: THE GOVERNMENT OF CANADA, represented herein by
the Minister of Regional Economic Expansion of
Canada, (hereinafter referred to as "Canada"),

OF THE SECOND PART.

WHEREAS the Province has been carrying out a program of land surveying and mapping in the Province so as to enable the more efficient use of its natural resources and the eventual conversion of the present system of land registration in the Province to a Land Titles System of registration;

AND WHEREAS the Province and Canada entered into an Agreement dated the 20th day of November, 1970 whereby Canada contributed towards the cost of this program;

AND WHEREAS the Province wishes to continue with this program and Canada is prepared to contribute towards the cost of this program;

NOW THEREFORE THIS AGREEMENT WITNESSETH that the parties hereto mutually covenant and agree as follows:

1. In this Agreement:

a) "Federal Minister" means the Minister of Regional Economic Expansion of Canada and includes anyone authorized to act on his behalf;

b) "Provincial Minister" means the Minister of Mines, Agriculture and Resources of the Province, and includes his Deputy Minister.

MANAGEMENT COMMITTEE

2. 1) The program hereinafter referred to will be carried out under the general direction and supervision of, and in accordance with standards set by, a Management Committee comprised of two senior representatives of the Province, one of whom shall act as Secretary, a representative of the Department of Regional Economic Expansion of Canada, who shall normally act as Chairman, and a representative of the Department of Energy, Mines and Resources of Canada, who shall normally act as Vice-Chairman. In the event of any disagreement in the Management Committee, the matter shall be referred to the Federal Minister, whose decision shall be final.

2) A vacancy in the membership of the Management Committee shall not impair the right of the remainder to act. Three members shall constitute a quorum.

3) The signatures thereto of the Chairman or Vice-Chairman and the Secretary or one other member of the Management Committee shall be sufficient verification for the purposes of this Agreement of any recommendation, approval or decision given by the Management Committee.

4) The Management Committee may establish sub-committees to advise and assist it in its work, which sub-committees may include persons who are not members of the Management Committee.

SUBJECT MATTER

3. 1) The province will undertake a program of surveying and mapping of lands within the Province (herein referred to as "the program") in phases, i.e.

Phase 1 - Co-ordinate system of control surveys but shall not include costs of maintenance of such system.

Phase 2 - Large scale topographical mapping, including aerial photography. Such large scale mapping shall include resource, rural and urban mapping at suitable scales and such property mapping as is approved in writing by the Federal Minister on the recommendation of the Management Committee.

Phases 3 & 4 - Preparation for land registration and Data Bank and all other matters necessary to implement a Land Titles System of land registration.

2) The duration of this Agreement will be the five-year period from April 1, 1972 to March 31, 1977.

3) The estimated Provincial cost during the period April 1, 1972 to March 31, 1977, not refundable, is \$500,000 for Phases 1 and 2 and nil for Phases 3 and 4.

4) The land areas to be covered by the program will be selected by the Provincial Minister in consultation with the Management Committee.

4. 1) The Province will acquire or rent, whichever is considered more appropriate by the Management Committee, the equipment required for each phase of the program and will let contracts for those portions of the work which are beyond the resources of its own staff.

2) All contracts for equipment, work or services shall be let in accordance with procedures to be approved by the Management Committee and the Federal Minister, and wherever in their opinion it is practical and appropriate to do so, shall be let pursuant to tenders invited by public advertisement and awarded to the qualified and responsive tenderer submitting the lowest evaluated bid.

3) All awards of contracts with respect to Phases 1 and 2 of the program shall require the prior approval of the Management Committee and the Federal Minister, and Canada shall not be liable to reimburse the Province for any costs which have not been so authorized, unless they are subsequently approved in writing by the Federal Minister on the recommendation of the Management Committee.

4) Contracts made before the date of this Agreement are hereby accepted as complying with the requirements of this Agreement if they are subsequently approved in writing by the Federal Minister on the recommendation of the Management Committee.

5. Canada will reimburse the Province for the cost of Phases 1 and 2 during the period of this Agreement in the manner and to the extent hereinafter provided.

6. Canada will also contribute an amount not exceeding five hundred thousand (\$500,000) dollars towards the cost of accommodation for the Province's surveying and mapping staff and/or for the central office of the Provincial Land Titles records, upon terms and conditions to be the subject of a subsequent Agreement between the parties hereto.

PAYMENT

7. 1) Subject to this Agreement, Canada will reimburse the Province for the costs incurred and paid by the Province for the execution of Phases 1 and 2 of the program, provided, however, that the total amount payable by Canada in respect of the program shall not exceed the sum of three million nine hundred and sixty-five thousand (\$3,965,000) dollars for Phases 1 and 2 plus the amount provided in Section 6 for the cost of accommodation.

2) The costs to be reimbursed by Canada hereunder are:

- a) all costs reasonably and properly incurred and paid by the Province under all contracts entered into in accordance with this Agreement by the Province with any person or corporation for the acquisition of equipment or the performance of work or services for the execution of Phases 1 and 2 of the program;
- b) the travelling expenses of officers or employees of the Province which have been reasonably and properly incurred for the execution of Phases 1 and 2 of the program; and

c) the actual salaries of the officers or employees of the Province that were hired on or after April 1, 1970, for the purpose of the execution of Phases 1 and 2 of the program and are occupied full time in that capacity, as are agreed to in writing by the Federal Minister, but do not include any administrative costs of the Province or any costs for work or services performed or equipment acquired prior to April 1st, 1972 or after March 31st, 1977.

PAYMENT PROCEDURE

8. 1) Payments by Canada hereunder will be made monthly, if practicable, on the basis of statements and progress claims covering the costs actually incurred and paid by the Province and submitted in a form and verified in a manner satisfactory to the Federal Minister.

2) If such statements and progress claims are satisfactory to the Federal Minister, Canada will promptly reimburse to the Province the amount of such claims.

3) Claims for payments under this Agreement shall be promptly submitted by the Province to Canada, and Canada shall not be liable for payment of any claim which the Province has not submitted or given notice of by September 30th, 1977.

ACCOUNTS AND RECORDS

9. The Province will maintain proper accounts and records relating to the cost of the program, and will make available such accounts and records and the invoices, receipts and vouchers relating thereto for inspection and audit at all reasonable times by the Federal Minister who will be furnished with all such information as he may require with respect thereto. Any discrepancy between the amounts paid by Canada and the amounts actually payable by Canada hereunder, as disclosed by such audit, shall be promptly adjusted by the parties.

MATERIALS, EQUIPMENT AND PERSONNEL

10. In the acquisition of materials and equipment for the program, the Province will ensure that preference is given to suppliers of materials and equipment made in Canada, where bids are otherwise competitive in respect of performance, price, delivery and specifications.

11. The Province will endeavour to ensure that, to the extent that suitable Canadian personnel are available, Canadian personnel are given preference in respect of labour and services required for the program.

INDEMNITY

12. The Province will indemnify and save harmless Canada against and in respect of all liability to any persons or corporations arising out of Canada's activity in financing the program and from and in respect of all actions, proceedings, claims, damages, costs and expenses whatsoever in relation thereto, provided that nothing herein requires the Province to indemnify and save harmless Canada from any acts or omissions of any contractor of Canada, or any agent, servant or workman of such contractor.

GENERAL

13. This Agreement does not vest in Canada any proprietary interest in the equipment provided hereunder, which shall be and remain the property of the Province.

14. No member of the House of Commons or of the Legislative Assembly of the Province shall be admitted to any share or part of this Agreement or to any benefit to be derived therefrom.

15. Where under this Agreement any opinion is to be given or any request made by Canada or the Province, such opinion or request is the opinion or request expressed on behalf of Canada by the Federal Minister or expressed on behalf of the Province by the Provincial Minister and is

sufficiently communicated to the other party if it is expressed in writing and sent by registered mail to the other party, at its respective address, as follows:

Minister of Mines, Agriculture and Resources,
Government of the Province of Newfoundland,
St. John's, Newfoundland.

Minister of Regional Economic Expansion,
Ottawa, Ontario.

IN WITNESS WHEREOF this Agreement has been executed on behalf of Canada by the Minister of Regional Economic Expansion and on behalf of the Province by the Minister of Mines, Agriculture and Resources.

In the Presence of

GOVERNMENT OF CANADA

Witness

Minister of
Regional Economic Expansion

GOVERNMENT OF THE PROVINCE OF
NEWFOUNDLAND

Witness

Minister of Mines,
Agriculture and Resources

